

UNITED STATES BANKRUPTCY COURT
DISTRICT OF SOUTH CAROLINA

In re:

William Eric Rabon

Debtor.

Chapter 11

Case No.: 10-06333-jw

**NOTICE OF AND APPLICATION FOR SALE OF REAL PROPERTY FREE AND
CLEAR OF LIENS (119 NORTH SEASIDE DRIVE)**

To: All Creditors and Parties in Interest

YOU ARE HEREBY NOTIFIED that the Debtor is applying for approval to sell the property of the debtor's estate described below free and clear of all liens, claims, encumbrances, and other interests according to the terms and conditions stated below. A copy of the Agreement to Buy and Sell Real Estate (Residential) and Short Sale Addendums applicable to this matter have been filed with the Court as Exhibit A of this application and are available publicly on the Court's PACER web-site. A copy of such agreement may also be obtained upon request to undersigned Debtor's counsel.

TAKE FURTHER NOTICE that any response, return, and/or objection to this application, should be filed with the court no later than 21 days from service* of this notice and application. A copy of any responsive pleading to the Objection shall be simultaneously served on all parties in interest.

TAKE FURTHER NOTICE that the Court will conduct a hearing on this application on December 14, 2011 at 1:30 PM, at the Charleston Division Courtroom, 145 King Street, Room 225, Charleston, SC 29401. No further notice of this hearing will be given.

TYPE OF SALE: Private

PROPERTY TO BE SOLD: House and lot located at 119 North Seaside Drive, Surfside Beach, South Carolina, 29576, Horry County Tax Map Number 195-04-11-040. Record title to this property is solely vested in name of Debtor.

PRICE: \$799,000.00

VALUE: \$799,000.00 (see Market Analysis attached as Exhibit B. Debtor believes that the sales price is reasonable. The sales price is above both the average and median sales prices for comparable sales).

BUYERS: Glenn O. Harrell and Renee' E. Harrell

PLACE AND TIME OF SALE: Contingent upon approval of the Bankruptcy Court, sale closing is scheduled to occur as soon as possible on or before December 30, 2011.

SALES AGENT: Dunes Realty Sales

COMPENSATION TO SALES AGENT: \$47,940.00 real estate commission (6% of the sales price). Debtor is requesting that Sales Agent be paid from the proceeds at closing without further order of the Court.

ESTIMATED TRUSTEE'S COMPENSATION: None

LIENS/MORTGAGES/SECURITY INTERESTS ENCUMBERING PROPERTY: Wells Fargo Bank ("Wells Fargo") (undersecured 1st priority mortgage in the approximate amount of \$962,889.20 according to Creditor's Proof of Claim). Counsel of record for Wells Fargo has not yet received a response from their client approving or denying this sale. First Federal Savings and Loan Association of Charleston ("First Federal") has consented to an offer from different buyers at the same terms, and is expected to consent to this sale through its counsel of record. There also appears to be a judgment (the "Judgment") held by Carolina First Bank, a Trade Name of TD Bank C/A No. 2010-CP-26-694 (Horry County, SC), the lien of which judgment is void because it was obtained less than 90 days prior to bankruptcy. An Order Granting Relief from said judgment was entered by the Bankruptcy Court on January 19, 2011 in this matter and adversary proceeding number 10-80182-jw.

DEBTOR'S EXEMPTION: None. Property is not exempt.

PROCEEDS ESTIMATED TO BE PAID TO ESTATE: No monies will actually be paid to the estate, however, First Federal will be paid the full amount of the proceeds from the sale, the deficiency remaining thereof will become an unsecured debt of the estate. From the \$799,000.00 sale price, the \$47,940.00 real estate commission will be paid in full, the \$14,288.09 for taxes and other ordinary closing costs explained more fully in Exhibit C will be paid in full. The estimated net proceeds from this sale is \$736,771.91.

STAY OF ORDER: The Debtor requests that the 14-day stay of the effective date of the final order be waived so that closing may be accomplished as soon as possible before December 30, 2011 as requested by the purchaser.

Applicant is informed and believes that it would be in the best interest of the estate to sell said property by private sale. Applicant also believes that the funds to be received and paid to the mortgageholder from the sale, significantly reduce the Debtor's outstanding debt and justify the sale and the filing of this application.

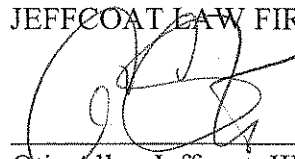
The Court may consider additional offers at any hearing held on this notice and application for sale. The Court may order at the hearing that the property be sold to another party on equivalent or more favorable terms.

The Debtor may seek appropriate sanctions or other similar relief against any party filing a spurious objection to this notice and application.

Wherefore, applicant requests the Court issue an order authorizing sale of said property and such other relief as may be proper.

*SERVICE DATE: November 14, 2011

JEFFCOAT LAW FIRM, LLC



Otis Allen Jeffcoat, III

Attorney for the Debtor

District Court #2143

Post Office Box 3678

Myrtle Beach, SC 29578

843. 626.9000 / 843.448.1914 (fax)

ajeffcoat@jeffcoatlaw.com



**AGREEMENT TO BUY AND SELL REAL ESTATE
RESIDENTIAL
Exhibit A**

1. **PARTIES:** This legally binding Agreement entered into on November 1, 2011
between, Buyer(s), Glenn O. Harrell, Renee' E. Harrell, (hereinafter
called "BUYER"), and Seller(s), William E. Rabon,
(hereinafter called "SELLER"). The property shall be deeded in the name(s) of: Glenn O. Harrell, Renee' E.
Harrell

THE ☐ BUYER ☒ SELLER IS LICENSED UNDER THE LAWS OF SOUTH CAROLINA AS A REAL ESTATE
LICENSEE.

2. **PROPERTY TO BE SOLD:** Subject to terms and conditions herein, Seller agrees to sell and Buyer agrees to buy
the following described property with improvements and fixtures thereon:

Lot 2A Block F Section _____ Subdivision Floral Beach

Address 119 A N. Seaside Dr.

Tax Map # 195-04-11-040 City Surfside Beach Zip 29575

County of Horry, State of South Carolina.

Seller represents that the property is connected to ☒ public sewer system or to ☐ septic tank or to ☒ public water or to
☐ well system or to ☐ other _____

No personal property will convey as a part of this sale, except as described: To convey as is where is

3. **CONVEYANCE SHALL BE MADE:** Conveyance shall be made subject to all easements as well as covenants of
record (provided they do not make the title unmarketable) and to all governmental statutes, ordinances, rules and
regulations. Seller agrees to convey by marketable title and deliver a proper general warranty deed, if applicable, free of
encumbrances, except as herein stated. Seller agrees to pay all statutory deed recording fees. The deed shall be delivered
at the stipulated place of closing, and transaction closed on or before December 30, 2011, not later than
9:00 p.m. Time is of the essence. Seller and Buyer authorize their respective attorneys and the settlement agent to furnish
to Listing Broker and Selling Broker copies of the final HUD-1 settlement statement for the transaction for their review prior
to closing.

4. **POSSESSION:** Possession of said property will be given to Buyer at the time of closing. Seller agrees to deliver
property free of debris and in a clean condition. The property, including but not limited to, landscaping and lawn, shall be
maintained in the same condition from the effective date of this agreement until possession is delivered, ordinary wear and
tear excepted. Possession by Buyer before closing or by Seller after closing shall be subject to the terms and conditions of
a separate agreement to be executed prior to closing or occupancy.

5. **PURCHASE PRICE** shall be \$ 799,000.00
Seven Hundred Ninety-Nine Thousand dollars.

6. **METHOD OF PAYMENT:** Purchase price shall be paid as follows: ☒ Cash; or ☐ Subject to Financing. Financing
to be obtained by ☐ Conventional ☐ Seller ☐ VA ☐ FHA ☐ Other terms: _____

7. **EARNEST MONEY:** This offer is accompanied by an earnest money deposit of \$ 10,000.00
Buyer and Seller authorize Neill Law Firm, as Escrow Agent, to hold and disburse earnest
money according to the terms of this agreement. Earnest money paid by ☐ Cash, ☒ Check, or ☐ Other.
Broker does not guarantee payment of a check or checks accepted as earnest money. All escrow money received shall be
deposited as required by South Carolina law and South Carolina Real Estate Commission Rules and Regulations. At the
consummation of this sale, the earnest money deposit shall be credited to the Buyer.

(G.O.H.) BUYER (R.E.H.) BUYER (W.E.R.) SELLER () SELLER HAVE READ THIS PAGE

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THE PARTIES UNDERSTAND THAT, UNDER ALL CIRCUMSTANCES, INCLUDING DEFAULT, THE ESCROW AGENT HOLDING THE EARNEST MONEY DEPOSIT WILL NOT DISBURSE IT TO EITHER PARTY UNTIL BOTH PARTIES HAVE EXECUTED AN AGREEMENT AUTHORIZING THE DISBURSEMENT OR UNTIL A COURT OF COMPETENT JURISDICTION HAS DIRECTED A DISBURSEMENT.

8. **LOAN PROCESSING AND APPLICATION:** Buyer's obligation under this agreement is contingent on Buyer obtaining said loan. Buyer shall apply for a maximum _____ % loan (loan-to-value ratio) within _____ consecutive days from the execution of this Agreement and shall provide Seller with written satisfactory loan approval within _____ consecutive days that contains no credit, income, or asset conditions, unless otherwise set forth in this contract. Time is of the essence. Should the Buyer fail to make loan application or receive approval within said period, and to diligently pursue the application, the Seller shall have the option to terminate this Agreement, with written notice. Buyer also agrees to provide all documents or information requested by the lending company in a prompt and timely manner. Buyer will take any action that is needed or requested by Lender to process the loan application. Buyer further hereby gives permission to Lender to disclose pertinent information concerning the Buyer's credit-worthiness or any other information needed for the loan processing to the listing or cooperating broker(s) or agent(s). If Buyer fails to comply with these above contingencies, Buyer shall be in default of this agreement subject to the terms of paragraph 16.

FHA Mortgage Insurance ☐ will ☐ will not be added to the mortgage. VA funding fee ☐ will ☐ will not be added to the mortgage.

9. **CLOSING COSTS:** Unless otherwise agreed, closing costs, including all loan charges and prepaid recurring items, shall be paid as follows:

(a) SELLER shall provide or pay for preparation of deed, any recording charge based on value of property, and all costs necessary to deliver a marketable title, including recording of satisfactions and property taxes to the day of closing.

(b) BUYER shall pay, unless otherwise agreed herein, the cost of the Buyer's credit report, property insurance, appraisal, survey, cost of obtaining loan, discount points, title examination, escrow deposits, and prepaid expenses. The Buyer shall also pay, if applicable, interim interest and mortgage insurance premium or VA funding fee. Buyer's hazard insurance policy shall provide coverage as required by lender. Other terms: Purchaser to receive \$10,000 painting allowance at closing NO PAINT ALLOWANCE NER GCH REH

10. **HOME PROTECTION PLAN COVERAGE:** Both parties understand that a third party home warranty Plan ☐ will ☒ will not be issued at closing. If applicable, the warranty premium will be paid at closing by the ☐ Buyer or ☐ Seller not to exceed \$ _____.

11. **EXPIRATION OF OFFER:** The offer from Buyer shall be withdrawn at _____ o'clock _____ M. on _____ unless accepted or countered by Seller in written form prior to such time. Time is of the essence.

12. **EXTENSION AGREEMENT:** If the transaction has not closed within the stipulated time limit because a contingency has not been satisfied through no fault of either party, then both parties agree to extend this agreement for a period not to exceed 15 consecutive days from the original closing date. Closing shall occur within this time extension, but in no event shall closing occur later than the above extension date. Time is of the essence.

13. **ADJUSTMENTS:** Taxes, water, all sewer assessments, sewer charges, fuel oil, rents as when collected, insurance premiums, if applicable, and other assessments, including homeowner's association fees, shall be adjusted as of the date of closing. Tax proration pursuant to this Agreement are to be based on the tax information available on the date of closing, and are to be prorated on that basis. **BUYER TO BE RESPONSIBLE FOR APPLYING FOR ANY APPLICABLE TAX EXEMPTIONS.** The ☒ Buyer or the ☐ Seller shall pay for the cost of any Certificate of Assessment, or other similar document, made available, if applicable. Property taxes and rent, as well as other expenses and income of the property, if applicable, shall be apportioned to the date of closing. Annual expenses or income shall be apportioned using 365 days. Monthly property expenses or income shall be apportioned by the number of days in month of closing. Prorations at closing shall be final.

14. **NON-RESIDENT TAX:** Seller covenants and agrees to comply with the provisions of South Carolina Code Section 12-8-580 (as amended) regarding withholding requirements of sellers who are not residents of South Carolina as defined in the said statute.

15. **RISK OF LOSS OR DAMAGE:** In case the property herein referred to is destroyed wholly or partially by fire or other casualty prior to delivery of deed, Buyer or Seller shall have the option for ten (10) days thereafter of proceeding hereunder, or of terminating this Agreement.

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16. **DEFAULT:** If Buyer or Seller fails to perform any covenant of this Agreement, the other may elect to seek any remedy provided by law, including but not limited to attorney fees and actual costs incurred (as defined in paragraph 17), or terminate this Agreement with a five day written notice. If terminated, both parties shall execute a written release of the other from this contract and both shall agree to hold the Escrow Agent harmless. If either Buyer or Seller refuses to execute release, Escrow Agent will hold the earnest money in trust until said releases are executed or until a court of competent jurisdiction dictates legal disposition.

17. **ACTUAL COST INCURRED** shall include all costs and expenses incurred or obligated for by Buyer, Seller or Broker in an effort to consummate this sale. Such costs shall include, but are not limited to, cost of credit report, appraisal, survey, inspections and reports, title examination, and Broker's fee or commission for this sale.

18. **SURVEY, TITLE EXAMINATION, AND INSURANCE:** The Listing and Cooperating Broker(s) and their Agent(s) recommend that Buyer have a survey of the subject property made, have examination as to the title to the property, obtain owner's title insurance, and that Buyer obtain appropriate hazard insurance coverage effective with the time of closing. All hazard insurance to be canceled and new policies furnished by Buyer at closing unless otherwise stipulated in this Agreement. Flood insurance, if required by Lender at Buyer's option, shall be assigned to Buyer with permission of carrier, and premium prorated to date of closing.

19. **CONDITION OF PROPERTY:**

(A) **Seller's Property Condition Disclosure Statement:** (check one)

☒ Buyer and Seller agree that Seller will not complete nor provide Buyer a Seller's Property Condition Disclosure statement in accordance with South Carolina Code of Laws, as amended, Section 27-50-30, Paragraph (13).

☐ Buyer and Seller agree that a Seller's Property Condition Disclosure statement, as required by South Carolina Code of Laws, as amended, Section 27-50-10, et seq., has been provided to Buyer by Seller prior to the ratification of this agreement. If the Seller discovers, after his delivery of a disclosure statement to a Buyer, a material inaccuracy in the disclosure statement or the disclosure is rendered inaccurate in a material way by the occurrence of some event or circumstance, the Seller shall correct promptly the inaccuracy by delivering a corrected disclosure statement to the Buyer or make reasonable repairs necessitated by the occurrence before closing. Buyer understands that the Seller's Property Condition Disclosure statement is not intended to replace a professional home inspection. Buyer understands and agrees that the Seller's Property Condition Disclosure statement contains statements made solely by the Seller. The Buyer and Seller agree that the Listing and Selling Broker and all affiliated agents are not responsible for the accuracy of any information contained in the Seller's Property Condition Disclosure statement. The Buyer and Seller understands and agrees that the Listing and Selling Broker and all affiliated agents have fully met the requirements of Section 27-50-70 of the South Carolina Code of Laws, as amended.

(B) **Inspection:** Buyer at Buyer's expense shall have the privilege and responsibility of inspecting the structure, square footage, environmental concerns including but not limited to mold, radon gas, lead-based paint and lead-based paint hazards, wetlands study, appurtenant buildings, heating, air conditioning, electrical and plumbing systems as well as built-in appurtenant equipment or appliances. All inspections shall be completed by November 11, 2011. In the event repairs are necessary to place the heating system, air conditioning, plumbing, and electrical system to be conveyed in operative condition and to make the roof free of leaks, and the dwelling structurally sound, the Seller shall be notified in writing of the specific defects or deficiencies within 48 hours after the inspection date mentioned above. Time is of the essence. If Buyer fails to notify Seller within this time, Buyer shall have waived any and all rights under the terms of this paragraph. If Lender's commitment requires any additional inspections or certifications, these are to be provided by Buyer.

(C) **Maintenance:** After any inspection by Buyer and after repairs, if any, made as a result of any such inspection, the Seller agrees to maintain the heating, air conditioning, plumbing, and electrical systems, as well as all appliances to be conveyed in operative condition, normal wear and tear excepted, until the day of closing or the day possession is given, whichever occurs first. Seller agrees to maintain the property, including lawn, shrubbery and grounds until the day of closing or possession, whichever occurs first.

(D) **Wood Infestation Report:** If the property to be sold has been previously occupied, ☒ The Buyer ☐ The Seller shall, at their expense, have the property inspected and shall obtain a current Wood Infestation Report (CL100) from a licensed and bonded pest control operator, on or before December 30, 2011. Time is of the essence. If Buyer is responsible for having the property inspected as indicated above, but fails to have the property inspected by this date, Buyer shall have waived any and all rights under the terms of this paragraph. The Seller makes no warranties with regard to matters covered by such report or any other improvement unless specifically stated in this agreement. If the infestation report reveals the presence of or damage by termite infestation or other wood destroying organisms, Seller shall

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remedy such deficiencies, subject to section (E) below, and shall furnish Buyer with a report of a qualified inspector that property is free from infestation or damage herein mentioned or that infestation or damage has been treated and/or repaired as appropriate in a workmanlike manner on or before closing.

If the property to be sold has not been previously occupied, Seller shall certify that the dwelling has been treated by soil poisoning for the prevention of termites and other wood destroying organisms and shall provide the Buyer, at closing, a written certification from a licensed pest control operator.

(E) **Repairs:** The cost of all repairs to heating system, air conditioning, plumbing, and electrical system to be conveyed, and to make the roof free of leaks, to address environmental concerns and to make the dwelling structurally sound and provide wood infestation treatment, if any, required by section (B) and (D) above, to be paid by Seller. If the Seller refuses to make these repairs and treatment, the Buyer shall have the option to (1) accept the property in its present condition, (2) negotiate with the Seller for the payment of these repairs and treatment, or (3) terminate this Agreement, subject to paragraph 7. The repairs to any other items are the sole responsibility of Buyer. The obligations of Seller under paragraph 19 terminate on the day of closing or on the day possession is given, whichever occurs first.

(F) **Residential Dwellings Built before 1978:** (check one of the following)

☐ This contract is contingent upon a risk assessment or inspection of the property for the presence of lead-based paint and/or lead-based paint hazards which shall be done, at the Buyer's expense, by midnight on the tenth day after ratification of this contract or by midnight on _____. (Intact lead-based paint that is in good condition is not necessarily a hazard. See EPA pamphlet "Protect Your Family From Lead in Your Home" for more information). This contingency will terminate at the above predetermined deadline unless the Buyer (or Buyer's agent) delivers to the Seller (or Seller's agent) a written contract addendum listing the specific existing deficiencies and corrections needed, together with a copy of the inspection and/or risk assessment report. The Seller may, at the Seller's option, within _____ days after Delivery of the addendum, elect in writing whether to correct the condition(s) prior to settlement. If the Seller will correct the condition, the Seller shall furnish the Buyer with certification from a risk assessor or inspector demonstrating that the condition has been remedied before the date of the settlement. If the Seller does not elect to make the repairs or if the Seller makes a counter-offer, the Buyer shall have _____ days to respond to the counter-offer or remove this contingency and take the property in "as-is" condition or this contract shall become void. Upon such termination, the earnest money deposit of Buyer shall be returned to Buyer and neither party shall have any further rights hereunder. The Buyer may remove this contingency at any time without cause; or

☒ Buyer waives the opportunity to conduct a risk assessment or inspection for lead-based paint and/or lead-based paint hazards.

(G) **Megan's Law:** The Buyer and Seller agree that the Listing and Selling Broker and all affiliated agents are not responsible for obtaining or disclosing any information contained in the South Carolina Sex Offender Registry. The Buyer and Seller agree that no course of action may be brought against the Listing and Selling Broker and all affiliated agents for failure to obtain or disclose any information contained in the South Carolina Sex Offender Registry. The Buyer and Seller agree that the Buyer and Seller have the sole responsibility to obtain any such information. The Buyer and Seller understand that Sex Offender Registry information may be obtained from the local sheriff's department or other appropriate law enforcement officials.

(H) **Disclaimer:** The Buyer acknowledges the Seller, except as provided in subparagraphs (B), (C), (D), and (E) of this section, gives no guarantee or warranty of any kind, expressed or implied, as to the physical condition of the property or to the conditions of or existence of improvements, services, appliances or system thereto, or as to merchantability or fitness for a particular purpose as to the property or improvements thereof, and any implied warranty is hereby disclaimed by the Seller.

Neither Buyer nor Seller will hold Cooperating or Listing Broker responsible for any act of negligence or intent by any inspection or repair company employed by Seller or Buyer for the purposes of this agreement. The Seller is not required to make any repairs under any circumstances until Purchaser's financing has been approved.

20. **APPRAISED VALUE:** (check one)

☒ This agreement is not contingent on the lot or parcel with building and improvements thereon, if any, appraising, according to the lenders appraisal or other appraisal as agreed, for the selling price.

☐ This agreement is contingent on the lot or parcel with building and improvements thereon, if any, appraising, according to the lender's appraisal or other appraisal as agreed, for the selling price or more; if the lot or parcel with building and improvements thereon appraises for less than the selling price, the seller may elect to sell for the appraised value. In such case, the Buyer agrees to proceed with the consummation of this sale at the reduced price. However, if Seller does not agree to sell at the appraised value, the Buyer shall have the option of

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proceeding with the consummation of the Agreement without regard to the amount of the appraised valuation, or terminate the agreement without penalty.

21. **DISCLAIMER BY BROKERS AND AGENTS:** The parties acknowledge that the Listing and Cooperating Broker(s) and their Agent(s): (1) Give no guaranty or warranty of any kind, express or implied, as to the physical condition of the property or as to condition of or existence of improvement services or systems, thereto, included but not limited to termite damage, roof, basement, appliances, heating and air conditioning systems, plumbing, sewage, electric systems, and to the structure; (2) Give no warranty, express or implied, as to the merchantability or fitness for a particular purpose as to the property or such improvements thereto and any implied warranty hereby disclaimed; (3) Give no warranty as to title; (4) Give no guaranty or warranty concerning (a) any certification or inspection concerning the condition of the property, (b) any matters which would be reflected by current survey of the property, and (c) the accuracy of the published square footage of the property; (5) Buyer acknowledges that Seller and Seller's Agents have not made any oral or written commitments to Buyer regarding (a) projected income or economic benefit for Buyer from rentals; (b) rental arrangements except that Buyer may rent the unit if Buyer so desires or (c) other economic benefits to the Buyer.

22. **COASTAL TIDELANDS & WETLANDS ACT:** In the event the property is affected by the provisions of the South Carolina Coastal Tidelands & Wetlands Act (Section 48-39-10, et seq., South Carolina Code of Laws), an Addendum will be attached to this Agreement incorporating the required disclosures at ☐ Buyer's ☐ Seller's expense.

23. **MEDIATION CLAUSE.** Any dispute or claim arising out of or relating to this Agreement, the breach of this Agreement or the services provided in relation to this Agreement, shall be submitted to mediation in accordance with the Rules and Procedures of the Dispute Resolution System of the NATIONAL ASSOCIATION OF REALTORS®. Disputes shall include representations made by the Buyer(s), Seller(s) or any real estate broker or other person or entity in connection with the sale, purchase, financing, condition or other aspect of the property to which this Agreement pertains, including without limitation allegations of concealment, misrepresentation, negligence and/or fraud. Any agreement signed by the parties pursuant to the mediation conference shall be binding.

This mediation clause shall survive for a period of 120 days after the date of the closing. The following matters are excluded from mediation hereunder: (a) judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage, or land contract; (b) an unlawful detainer action; (c) the filing or enforcement of a mechanic's lien; (d) any matter which is within the jurisdiction of a probate court; (e) the filing of a interpleader action to resolve earnest money disputes. The filing of a judicial action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a waiver of the right to mediate under this provision, nor shall it constitute a breach of the duty to mediate.

24. **SURVIVAL:** If any provision herein contained which by its nature and effect is required to be observed, kept or performed after the closing, it shall survive the closing and remain binding upon and for the benefit of the parties hereto until fully observed, kept or performed.

25. **ENTIRE BINDING AGREEMENT:** This written instrument, including the additional terms and conditions set forth on any documents intended by the parties to be included, expresses the entire agreement and all promises, covenants, and warranties between the Buyer and Seller. It can be changed only by a subsequently written instrument signed by both parties. Both Buyer and Seller hereby acknowledge that they have not received or relied upon any statements or representations by either Broker or their agents which are not expressly stipulated herein. The benefits and obligations shall inure to and bind the parties hereto and their heirs, assigns, successors, executors, or administrators. Whenever used, singular includes plural, and use of any gender shall include all.

26. **FACSIMILE AND OTHER ELECTRONIC MEANS:** The parties agree that the offer, any counteroffer and/or acceptance of any offer or counteroffer may be communicated by use of a fax or other secure electronic means, including but not limited to electronic mail and the internet, and the signatures, initials and handwritten or typewritten modifications to any of the foregoing shall be deemed to be valid and binding upon the parties as if the original signatures, initials and handwritten or typewritten modifications were present on the documents in the handwriting of each party.

27. **TRUST ACCOUNT INTEREST/CHARITABLE CONTRIBUTION:** According to the rules and regulations of the South Carolina Real Estate Commission and the Code of Laws of South Carolina, 1976, as amended, any interest earned on Buyer's earnest money deposit would belong to Buyer until the closing of the transaction referenced in this agreement. It is understood that Broker ☒ may ☐ may not place deposited earnest monies into an interest bearing trust account. If Buyer's earnest money deposit is deposited into an interest bearing trust account, Broker will retain all interest earned in said account.

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28. **NON-RELIANCE CLAUSE:** Both Buyer and Seller hereby acknowledge that they have not received or relied nor could have relied upon any statements or representations or promises or agreements or inducements by either Broker or their agents which are not expressly stipulated herein. If not contained herein, such statements, representations, promises, or agreements shall be of no force or effect. This general non-reliance clause shall not prevent recovery in tort for fraud or negligent misrepresentation or intentional misrepresentation unless specific non-reliance language is included in this agreement. This is a non-reliance clause and is neither a merger clause nor an extension of a merger clause. The parties execute this agreement freely and voluntarily without reliance upon any statements or representations by parties or agents except as set forth herein. Parties have fully read and understand this Agreement and the meaning of its provisions. Parties are legally competent to enter into this agreement and to fully accept responsibility. Parties have been advised to consult with counsel before entering into this agreement and have had the opportunity to do so.

29. **CONTINGENCIES:** These stipulations shall preempt printed matter herein: (attach and reference addendum if necessary) Buyer to be given \$10,000 painting allowance at closing. CR CRH CRH

THIS IS A LEGALLY BINDING AGREEMENT. BOTH BUYER AND SELLER SHALL SEEK FURTHER ASSISTANCE IF THE CONTENTS ARE NOT UNDERSTOOD. BOTH BUYER AND SELLER ACKNOWLEDGE RECEIPT OF A COPY OF THIS AGREEMENT. BOTH BUYER AND SELLER ACKNOWLEDGE RECEIVING, READING, AND UNDERSTANDING THE SOUTH CAROLINA REAL ESTATE COMMISSION'S AGENCY DISCLOSURE FORM.

ALL TERMS AND CONDITIONS OF THIS AGREEMENT DO NOT SURVIVE CLOSING UNLESS OTHERWISE SPECIFIED.

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties.

BUYER: Glenn O. Harrell Date 11/1/11 Time _____
Glenn O. Harrell

WITNESS: Carey Raines Harbin Date 11/1/11 Time _____

BUYER: Renee E. Harrell Date 11/1/11 Time _____
Renee E. Harrell

WITNESS: Carey Raines Harbin Date 11/1/11 Time _____

SELLER: William E. Rabon Date 11/3/11 Time _____
William E. Rabon

WITNESS: Cynthia Dahl Date 11-3-11 Time _____

SELLER: _____ Date _____ Time _____

WITNESS: _____ Date _____ Time _____

LISTING AGENT AND COMPANY Dan Sine Dunes Realty

SELLING AGENT AND COMPANY Kenneth W. Harbin Surfside Realty Co., Inc.

SELLING AGENT IS PRESENTING THIS OFFER AS A ☒ BUYER'S AGENT OR ☐ SUBAGENT OF THE SELLER.

ESCROW AGENT ACKNOWLEDGMENT Reilly Law Firm

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SHORT SALE ADDENDUM AGREEMENT TO BUY AND SELL REAL ESTATE



The following provisions are made part of the Contract for Sale (the "Contract") between William E Rabon
(Seller) and Glenn O Harrell, Renee E Harrell
(Purchaser), concerning the Property located in:
Korry County, South Carolina, (the "Property") and being described as follows:

Address: 119 North Seaside Drive City: Surfside Beach Zip: 29575
Subdivision: Floral Beach Tax Map#: 195-04-11-040 Legal Lot #: 2A

1. **Contingency:** Purchaser and Seller acknowledge that the purchase price is less than the amount of Seller's debt(s) secured by the property, which are owed to one or more lender(s) or lienholder(s) (collectively "Lender"). Such a transaction is known as a "short sale." Therefore, this contract is contingent upon: (a) Lender's approval of the purchase price and other terms of the Contract and the HUD-1 settlement statement, (b) Lender's agreement to accept a payoff which is less than the balance due on the loan or other indebtedness, and (c) Lender's release and satisfaction of the mortgage(s) and/or other lien(s) upon receipt of discounted payoff amount(s).

If Seller has not obtained and provided Purchaser or Purchaser's Agent written notice of Lender's approval of the transaction, as set forth above, within 20 days prior to the closing date specified in the Contract, Purchaser may terminate the Contract, and in such event Purchaser shall be entitled to a refund of the earnest money deposit, and neither party shall have any further rights or obligations hereunder.

2. **Notice of Approval:** Seller shall provide Purchaser or Purchaser's Agent written notice of Lender's approval (or rejection) within twenty-four (24) hours of Seller's receipt of same.

3. **Time Periods:** Any time periods shall apply as set forth in the contract.

4. **No Guarantee of Lender Approval:** Purchaser and Seller acknowledge that Lender is neither required nor obligated to accept a short sale, and that Lender's approval may be revoked at any time prior to Closing, even after previous approval. In addition, the Parties acknowledge that Lender may require that as a condition of approval, some terms of the Contract be amended. Neither Purchaser nor Seller are obligated to agree to any of Lender's proposed terms; in the event that any of Lender's terms are unacceptable to either party, the Contract shall be void, and Purchaser shall be entitled to a refund of the earnest money deposit, and the parties shall execute a mutual release as set forth in the Contract. Purchaser further acknowledges that Seller is not liable for damages or costs incurred by Purchaser as a result of delays caused by Lender, Lender's failure to approve, or Lender's revocation of approval.

5. **Seller Acknowledgement:** Seller acknowledges the need to seek advice from an attorney, a certified public accountant or other professional regarding the credit, legal and tax consequences of a short sale.

This addendum amends the above-referenced Contract between Seller and Purchaser. Except as expressly modified or amended herein, all terms and provisions of the Contract and any prior amendments or addenda shall remain in full force and effect. In the event of any conflict between the Contract and this Addendum, this Addendum shall control.



William E Rabon 11/8/11
Date

Seller



Glenn O Harrell 11/4/11
Date

Purchaser



Renee E Harrell 11/4/11
Date

Seller

Purchaser

The foregoing form is available for use by the entire real estate industry. The use of the form is not intended to identify the user as a REALTOR. REALTOR is the registered collective membership mark which may be used only by real estate licensees who are members of the NATIONAL ASSOCIATION OF REALTORS and who subscribe to its Code of Ethics. Expressly prohibited is the duplication or reproduction of such form or the use of the name "South Carolina Association of REALTORS" in connection with any written form without the prior written consent of the South Carolina Association of REALTORS. The foregoing form may not be copied, revised, or changed without the prior written consent of the South Carolina Association of REALTORS.

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Form 383-SCR (10/09)

Dimes Realty Sales, 128 Atlantic Drive Garden City Beach, SC 29576
Phone: (843) 651-4112 Fax: (843) 651-9710 Daniel Sine

119 N Seaside Dr

Produced with ZipForm® by ZipLogic 18670 Fenton Drive Road, Fraser, Michigan 48026 www.ziplogic.com



ADDENDUM

In reference to ☒ AGREEMENT TO BUY AND SELL REAL ESTATE, ☐ RESIDENTIAL RENTAL AGREEMENT,
☐ COUNTER OFFER, ☐ OTHER _____ covering the ☒ real property,
☐ business, ☐ premises --- commonly known as:

Lot 2A Block F Section _____ Subdivision Floral Beach

Address 119 A N. Seaside Dr.

Tax Map # 195-04-11-040 City Surfside Beach Zip 29575

County of Horry, State of South Carolina.

The undersigned Parties hereby agree as follows:

This property is subject to regulation of use by the Coastal Management Act, section 48-39-10, et. seq., 1976 SC Code of Laws, as amended. The information and the property's relation to the setback line, the baseline, the velocity zone, as defined by the Federal Emergency Management Act, the seaward corners of the habitable structures and the local erosion rates (all as adopted by the South Carolina Coastal Council on July 1, 1990) are specifically depicted on that certain plat, a copy of which is attached hereto or will be forwarded and made part hereof for the purpose of a more complete disclosure.

The herein agreement, upon its execution by both parties, is herewith made an integral part of the aforementioned Agreement.

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties.

BUYER: Glenn O. Harrell
Glenn O. Harrell

Date 11/1/11

Time _____

WITNESS: Carolyn Raines Harbin

Date 11/1/11

Time _____

BUYER: Renee E. Harrell
Renee E. Harrell

Date 11/1/11

Time _____

WITNESS: Carolyn Raines Harbin

Date 11/1/11

Time _____

SELLER: William E. Raben
William E. Raben

Date 11/3/11

Time _____

WITNESS: [Signature]

Date 11-3-11

Time _____

SELLER: _____

Date _____

Time _____

WITNESS: _____

Date _____

Time _____

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Surfside Realty 213 South Ocean Boulevard Surfside Beach, SC 29575
Phone: 843-458-8340 Fax: 843-238-9898 Ken Harbin

Harrell - 119A N.

ADDENDUM 2



In reference to ☒ AGREEMENT TO BUY AND SELL REAL ESTATE, ☐ RESIDENTIAL RENTAL AGREEMENT,
☐ COUNTER OFFER, ☐ OTHER _____ covering the ☒ real property,
☐ business, ☐ premises -- commonly known as:

Lot 2A Block F Section _____ Subdivision Floral Beach

Address 119 A N. Seaside Dr.

Tax Map # 195-04-11-040 City Surfside Beach Zip 29575

County of Horry, State of South Carolina.

The undersigned Parties hereby agree as follows:

This property is involved in a bankruptcy; all offers are subject to court/lender approval. This
process can take 4-12 weeks and depending on many factors, Bank policies and procedures as well as
attorney schedules and court dockets will determine the actual time for acceptance and execution.
This property is sold in an "As Is" Condition and will go to Pending Contingent Contract when
accepted by the seller. Purchaser reserves the right to withdraw with notice prior to bank approval
at no penalty.

The herein agreement, upon its execution by both parties, is herewith made an integral part of the aforementioned Agreement.

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties.

BUYER: <u>Glenn O. Harrell</u>	Date <u>11/1/11</u>	Time _____
WITNESS: <u>Cassidy Rainer Harbin</u>	Date <u>11/1/11</u>	Time _____
BUYER: <u>Renee E. Harrell</u>	Date <u>11/1/11</u>	Time _____
WITNESS: <u>Cassidy Rainer Harbin</u>	Date <u>11/1/11</u>	Time _____
SELLER: <u>William E. Rabon</u>	Date <u>11/3/11</u>	Time _____
WITNESS: <u>Cynthia</u>	Date <u>11-3-11</u>	Time _____
SELLER: _____	Date _____	Time _____
WITNESS: _____	Date _____	Time _____

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LISTING COUNT: DAYS ON MARKET:

TOTAL	HIGH	LOW	AVG	MED
14	708	0	179	147

LIST PRICE:	HIGH	LOW	AVERAGE	MEDIAN	TOTAL PRICE
\$969,000	\$589,000	\$785,685	\$795,000	\$10,999,600	

SOLD PRICE:	HIGH	LOW	AVERAGE	MEDIAN	TOTAL PRICE
\$845,000	\$530,000	\$715,000	\$725,000	\$6,435,000	

Class=RE AND Status=ACT,CC,PEF,CCO,PEC,INO,COP,NMM AND Price=-900000 AND Input Date=01/01/2009-06/06/2079 AND Area=29A,29B,27A AND Features Must=V1 AND Zip=29575,29576

DEFAULT MLS DEFINED SPREADSHEET

Status	Address	MLS #	Section/Subdivision	BR	Est. Heated SqFt	Stipulation of Sale	Status	Price	Sold Price	Approximate
4/25/2011	1430 N WACCAMAW DR	1022216	Portofino I	4	09 1701-1800	Potential Short Sale	SOLD-CO-OP BY CCAR MEMBER	\$530,000	\$530,000	18
8/26/2010	551 S Waccamaw Drive	1006187	Not within a Subdivision	4	07 1501-1600	Potential Short Sale	SOLD-CO-OP BY CCAR MEMBER	\$620,000	\$620,000	20
11/7/2011	240 S WACCAMAW DRIVE	1107562	Not within a Subdivision	5	13 2101-2200	None	SOLD-INNER OFFICE	\$625,000	\$625,000	19
8/22/2011	136 N WACCAMAW DR	1103925	Not within a Subdivision	4	11 1901-2000	None	SOLD-CO-OP BY CCAR MEMBER	\$700,000	\$700,000	22
7/26/2011	217 S SEASIDE DR	1102642	Floral Beach	4	10 1801-1900	Potential Short Sale	SOLD-CO-OP BY CCAR MEMBER	\$725,000	\$725,000	10-12 YRS
4/21/2011	613-A S Ocean Blvd	1107337	Ocean Pines	5	14 2201-2300	None	ACTIVE	\$775,000		13
7/2/2009	1019B N OCEAN BLVD	913322	Lakewood	4	14 2201-2300	None	ACTIVE	\$789,000		15
9/2/2011	1211B N Ocean Blvd	1014655	Not within a Subdivision	5	10 1801-1900	Potential Short Sale	SOLD-INNER OFFICE	\$790,000	\$790,000	10
10/24/2011	881 S Waccamaw Drive	1115298	Not within a Subdivision	5	04 1201-1300	None	PEND CNTGT ON FINANCING	\$795,000		unknown
11/3/2011	119A N Seaside Drive	1101038	Floral Beach	6	20 2801-2900	Court Sale	PEND. CONTINGENT CONTRACT	\$799,000		8
7/30/2010	1513A S Ocean Blvd	1005256	Ocean Pines	5	13 2101-2200	Foreclosure-Deed Recorded	SOLD-INNER OFFICE	\$800,000	\$800,000	2
5/13/2011	537 S WACCAMAW DR	912092	Not within a Subdivision	5	12 2001-2100	Potential Short Sale	SOLD-INNER OFFICE	\$800,000	\$800,000	2
11/1/2011	117-B N Seaside Drive	1105782	Floral Beach	6	19 2701-2800	None	PENDING SALE - CASH TERMS	\$825,000		9
4/1/2011	1013 S WACCAMAW DR	924283	Not within a Subdivision	5	22 3001-3100	Foreclosure-Deed Recorded	SOLD-CO-OP BY CCAR MEMBER	\$845,000	\$845,000	7

This information is deemed reliable, but not guaranteed. Neither the Coastal Carolinas Association of REALTORS, nor the listing broker, nor their agents or subagents are responsible for the accuracy of the information. The buyer is responsible for verifying all information. This information is provided by the Coastal Carolinas Association of REALTORS for use by its members and is not intended for use for any other purpose.

Exhibit C

Proposal for the sale of	119 N Seaside Drive
Estimated closing date	12/30/2011
Purchase Price	\$799,000.00
Attorney Fee:	\$ 350.00
Deed Stamps (.0037):	\$ 2,956.30
Certificate of Assessment:	\$ -
Courier Fee:	\$ 40.00
Mortgage Satisfaction Processing	
Fees/Release Fees:	\$ 40.00
Commission:	\$ 47,940.00
Express Mail / wire fee:	\$ 25.00
Payment of 2009 Real Estate Taxes:	\$ -
Payment of 2010 Real Estate Taxes:	
Proration of 2011 Taxes:	\$ 10,876.79
	<u>\$ 62,228.09</u>
Prospective Buyer's offer:	\$799,000.00
Proration of HOA dues credit from buyer to	
seller:	<u>\$ -</u>
Minus closing fees listed above:	\$ 736,771.91

UNITED STATES BANKRUPTCY COURT
DISTRICT OF SOUTH CAROLINA

In re:

William Eric Rabon

Debtor.

Chapter 11

Case No.: 10-06333-jw

CERTIFICATE OF SERVICE

I, Jennifer R. Hatcher, on behalf of Jeffcoat Law Firm, LLC, Attorneys for the Debtor, do hereby certify, under penalty of perjury, that I have served the attached NOTICE AND APPLICATION FOR SALE OF PROPERTY FREE AND CLEAR OF LIENS (119 NORTH SEASIDE DRIVE) and proposed ORDER, submitted by Otis Allen Jeffcoat, III (District Court I.D. #2134), upon the creditors and parties in interest, as shown on the attached listing, by mailing a copy of the same by First Class Mail, Postage Prepaid, on the 14th day of November, 2011.

JEFFCOAT LAW FIRM, LLC


Jennifer R. Hatcher

November 14, 2011

Myrtle Beach, South Carolina

PO Box 3678

Myrtle Beach, SC 29578

843.626.9000

AMERICAN EXPRESS
C/O BECKETT AND LEE LLP
POB 3001
MALVERN PA 19355-0701

BAC GINE LOANS SERVICING, LP
BANKRUPTCY DEPARTMENT
MAIL STOP: CA6-919-01-23
400 NATIONAL WAY
SIMI VALLEY CA 93065

BAC HOME LOANS SERVICE
A/K/A BANK OF AMERICA
C/O KORN LAW FIRM, P.A./JOHN B.
KELCHNER
PO BOX 11264
COLUMBIA SC 29211-1264

BAC HOME LOANS SERVICE
C/O JANET HAIGLER, ESQ.
FINKEL LAW FIRM, LLC
PO BOX 1799
COLUMBIA SC 29202

BAC HOME LOANS SERVICE
BANKRUPTCY DEPARTMENT
MAIL STOP: CA6-919-01-23
400 NATIONAL WAY
SIMI VALLEY CA 93065

BAC HOME LOANS SERVICE/ BANK OF
AMERICA
C/O DEAN R. PROBER, ESQ.
PROBER & RAPHAEL, A LAW
CORPORATION
20750 VENTURA BLVD., STE 100
WOODLAND HILLS CA 91364
BANK OF AMERICA
4161 PEIDMONT PARKWAY
GREENSBORO NC 27410

BAC HOME LOANS SERVICE/ BANK OF
AMERICA
DEAN R. PROBER, ESQ.
PROBER & RAPHAEL, A LAW
CORPORATION
PO BOX 4365
WOODLAND HILLS CA 91365-4365
BANK OF AMERICA
C/O MEREDITH SUZANNE LEE
KORN LAW FIRM, PA
PO BOX 11264
COLUMBIA SC 29211

BAC HOME LOANS SERVICE/BANK OF
AMERICA
C/O DEAN R. PROBER, ESQ.
PROBER & RAPHAEL, A LAW
CORPORATION
PO BOX 4365
WOODLAND HILLS CA 91365-4365
BB&T MORTGAGE
PO BOX 1847
WILSON NC 27894-1847

BRANCH BANKING AND TRUST
COMPANY
PO BOX 2467
GREENVILLE SC 29602-2467

BRANCH BANKING AND TRUST
COMPANY
C/O DINA G. BOORDA, ESQ.
ROBINSON MCFADDEN & MOORE PC
PO BOX 944
COLUMBIA SC 29202

BRANCH BANKING AND TRUST
COMPANY
BANKRUPTCY DEPARTMENT
PO BOX 1847
WILSON NC 27894-1847

CAROLINA FIRST BANK N/K/A TD BANK,
NA
ATTN: WILLIAM RODWELL
2003 OAK STREET
MYRTLE BEACH SC 29577

CHASE CARD SERVICES
PO BOX 15298
WILMINGTON DE 19850

CHRISTOPHER CRAIG RABON
219 WOOD CUT COURT
MURRELLS INLET SC 29576

CITIBANK SD NA
PO BOX 6241
SIOUX FALLS SD 57117-6241

FIRST FEDERAL SAVINGS & LOAN ASSOC.
C/O J. RONALD JONES, JR.
CLAWSON & STAUBES, LLC
126 SEVEN FARMS DRIVE, SUITE 200
CHARLESTON SC 29492

FIRST FEDERAL SAVINGS & LOAN ASSOC.
C/O J. RONALD JONES, JR.
CLAWSON & STAUBES, LLC
126 SEVEN FARMS DR., STE. 200
CHARLESTON SC 29492

FIRST FEDERAL SAVINGS AND LOAN
ASSOC.
C/O J. RONALD JONES, JR.
CLAWSON & STAUBES, LLC
126 SEVEN FARMS DR., STE. 200
CHARLESTON SC 29492

GEMB/LOWES
PO BOX 981400
C811
EL PASO TX 79997-1400

GEORGETOWN COUNTY TAX ASSESSOR
P.O DRAWER 421270
GEORGETOWN SC 29442-1270

GMAC MORTGAGE
PO BOX 1330
WATERLOO IA 50704

HORRY COUNTY STATE BANK
C/O TARA E. NAUFUL
HAYNSWORTH SINKLER BOYD, PA
PO BOX 11889
COLUMBIA SC 29211-1889

HORRY COUNTY TREASURER
PO BOX 1828
CONWAY SC 29528-1828

INTERNAL REVENUE SERVICE
CENTRALIZED INSOLVENCY OPERATION
PO BOX 7346
PHILADELPHIA PA 19101-7346

KARL HUBACH
147 COOPER RIVER ROAD
MYRTLE BEACH SC 29588

KELLY C. RABON
958 FOLLY ROAD
MYRTLE BEACH SC 29588

KUBOTA CREDIT CORP USA
1025 NORTHBROOK PARKWAY
SUWANEE GA 30024

LENELL O. RABON
87 BLACK RIVER ROAD
MYRTLE BEACH SC 29588

MICHAEL AND ANGELA MCCUNE
617 BROAD RIVER ROAD
MYRTLE BEACH SC 29588

MONTY AND DONNA PARKER
613 BROAD RIVER ROAD
MYRTLE BEACH SC 29588

PALMETTO HERITAGE BANK
C/O F. MILES ADLER, ESQ.
ADLER LAW FIRM, LLC
PO BOX 4743
PAWLEYS ISLAND SC 29585

PALMETTO HERITAGE BANK
C/O JANET HAIGLER, ESQ.
FINKEL LAW FIRM, LLC
PO BOX 1799
COLUMBIA SC 29202

PLANTATION FEDERAL BANK
C/O BARBARA GEORGE BARTON, ESQ.
BARTON LAW FIRM, PA
PO BOX 12046
COLUMBIA SC 29211

PLANTATION FEDERAL BANK
1012 38TH AVENUE NORTH
MYRTLE BEACH SC 29577

PLANTATION FEDERAL BANK
PO BOX 3848
PAWLEYS ISLAND SC 29585

R3PHM, LLC
611 SANDY LANE
MYRTLE BEACH SC 29575

SAM'S CLUB BRC
GE MONEY BANK
C/O RECOVERY MANAGEMENT
SYSTEMS CORP.
25 SE 2ND AVENUE, SUITE 1120
MIAMI FL 33131-1605

SC DEPARTMENT OF REVENUE
P. O. BOX 101105
COLUMBIA SC 29211-0105

SC EMPLOYMENT SECURITY
COMMISSION
PO BOX 995
COLUMBIA SC 29202

SOUTH CAROLINA BANK AND TRUST
C/O EDWARD L. GRIMSLEY, ESQ.
GRIMSLEY LAW FIRM, LLC
PO BOX 11682
COLUMBIA SC 29211

US TRUSTEE'S OFFICE
JOSEPH BUZHARDT, III, ESQ.
STROM THURMOND FEDERAL BUILDING
1835 ASSEMBLY STREET, SUITE 953
COLUMBIA SC 29201-2448

W.E.R.C., INC.
611 SANDY LANE
MYRTLE BEACH SC 29575

WELLS FARGO BANK
JOHN B. KELCHNER, ESQ.
KORN LAW FIRM, PA
PO BOX 11264
COLUMBIA SC 29211-1264

WILLIAM AND JENNIFER HURSTON
611 BROAD RIVER ROAD
MYRTLE BEACH SC 29588